

## **RESOLUTION 2025-0289**

Adopted by the Sacramento City Council

November 18, 2025

### **Approving Third Amendment to Lease Agreement 1995-95-061**

#### **BACKGROUND**

- A. On March 22, 1995, the City and Sacramento-Valley Limited Partnership entered into City Agreement No. 1995-95-061 ("Agreement") for the operation of a telecommunications tower and associated equipment at Johnston Park, located at 218 Eleanor Avenue. Sacramento-Valley Limited Partnership became Verizon Wireless through a series of mergers and acquisitions. Verizon Wireless (Lessee) has assumed all of the rights and obligations under the Agreement.
- B. The expiration date of Agreement was March 31, 2015. However, the Lessee has operated as a holdover tenant and has continued to make payments under the lease while continuing to operate the telecommunications tower.
- C. The recommendation in this report is in accordance with City Code Chapter 12.14 regarding telecommunications facilities located on City-owned property, as well as the 2040 General Plan regarding telecommunication infrastructure.
- D. The annual rent for the renewal terms authorized in the Third Amendment will be \$30,000 in 2025 and increase by 3% each year thereafter (rounded up to the nearest \$100), for a potential total of \$306,300 under the Third Amendment if all renewals are exercised and the Agreement continues in effect until January 1, 2033. The telecommunications structure is located on General Fund property and revenue will be deposited into the General Fund (Fund 1001) in the Citywide and Community Support (Non-Departmental) budget in accordance with Section 9 (A) of Resolution No. 2012-020 adopted by City Council on January 31, 2012.

#### **BASE ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

#### **SECTION 1.**

The City Council finds and determines that the background states A through D are true.

## **SECTION 2.**

The City Manager or designee is authorized to execute the Third Amendment to Lease Agreement with Sacramento-Valley Limited Partnership dba Verizon Wireless (City Agreement No. 95-061) and any other documents necessary to implement the amendment, to extend the Agreement for a three-year renewal term plus two additional three-year renewal options, terminating on January 1, 2033 if all renewals are exercised, with annual rent of \$30,000 for 2025 and 3% annual increases thereafter (rounded up to the nearest \$100), for the operation of a telecommunications tower and associated equipment at Johnston Park.

## **SECTION 3.**

Exhibit A is part of this Resolution.

### **Table of Contents:**

Exhibit A – 3rd Amendment to 1995-95-061

Adopted by the City of Sacramento City Council on November 18, 2025, by the following vote:

Ayes: Members Dickinson, Guerra, Jennings, Kaplan, Maple, Pluckebaum, Talamantes, Vang, and Mayor McCarty

Noes: None

Abstain: None

Absent: None

Attest:  12/02/2025

Mindy Cuppy, City Clerk

*The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.*

# CONTRACT ROUTING SHEET

**Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.**

## General Information (Required)

Original Contract # (supplements only): 1995-95-061

Supplement/Addendum #: 3

Assessor's Parcel Number(s): \_\_\_\_\_

Contract Effective Date: 01/09/2026

Contract Expiration Date (if applicable): \_\_\_\_\_

\$ Amount (Not to Exceed): \$ 0.00

Adjusted \$ Amount (+/-): \$0.00

Other Party: Verizon Wireless

Project Title: Third Amendment to Lease Agreement - Johnston Park - 218 Eleanor Ave

Project #: \_\_\_\_\_

Bid/RFQ/RFP #: \_\_\_\_\_

City Council Approval: NO if YES, Council File ID#: \_\_\_\_\_

## Contract Processing Contacts

Department: Public Works

Project Manager: Long Thao

Contract Coordinator: Wanda Powers

Email: wpowers@cityofsacramento.org

## Department Review and Routing

### **Accounting:**

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

### **Supervisor:**

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

### **Division Manager:**

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

### **Other:**

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

## Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

**Recording Requested**

**Other Party Signature Required**

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-----**FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE**-----

## THIRD AMENDMENT TO LEASE AGREEMENT

This THIRD AMENDMENT TO LEASE AGREEMENT (“Third Amendment”) is made as of November 18, 2025, by and between Sacramento-Valley Limited Partnership d/b/a Verizon Wireless (“Verizon”), a California limited partnership, and the City of Sacramento, a municipal corporation (“City”) with reference to the facts set forth in the Background below. The City and Verizon may be referred to collectively as “Parties” or in the singular as “Party.”

### BACKGROUND

- A. Verizon and City entered into a Lease dated March 22, 1995, for use of a certain portion Johnston Park (the “Premises” or “Site”), located at 218 Eleanor Avenue (formerly known as 100 Eleanor Avenue), Sacramento, CA 95815 (the “Property”) for the installation, operation and maintenance of telecommunications equipment, and further identified as City Agreement No. **95-061** (the “Original Lease”).
- B. Verizon and City have amended the Original Lease on two occasions and each amendment, along with the purpose of each amendment, is defined in the table attached hereto as Exhibit A.
- C. The Original Lease together with the two amendments and this Third Amendment to Lease Agreement are hereinafter collectively referred to as the “Lease”.
- D. The Original Lease had an initial term of ten (10) years that commenced on April 1, 1995 and expired on March 31, 2005. The Original Lease provides for two (2) renewal terms of five (5) years each. According to the Original Lease, the second five (5) year renewal term expired on March 31, 2015, and Lessee has since continued to make monthly rent payments, operate and maintain its facilities, and adhere to the terms of the Original Lease and prior amendments.
- E. The City and Verizon now desire to enter into this Third Amendment to extend the term of the Lease and the addition of an access road.
- F. The Parties acknowledge that the City intends to implement the use of a Master License Agreement process (“MLA”) in place of current leases, licenses, or revocable permits that provide authority for use of City facilities or property for placement of telecommunication equipment and the need to terminate the Lease upon implementation of the MLA process.
- G. The Parties acknowledge the need for an access road through Johnston Park for Verizon to continue to access the Site. The Department of Youth, Parks and Community Enrichment (YPCE) staff will review and approve plans to verify location and profile of access road prior to permitting and construction of improvements.

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JOHNSTON PARK – 218 ELEANOR AVENUE

H. As set forth below, Verizon agrees to coordinate with the Department of Youth, Parks and Community Enrichment on location and plans specifications, and apply for any necessary permits/Right-of-Entry agreement to construct an access road.

NOW THEREFORE, in consideration of the facts contained in the background above, the parties agree as follows:

- 1) The defined term of “Airtouch” in the prefatory paragraph of the Original Lease is deleted and replaced with “Verizon Wireless.”
- 2) Lease Term. The Lease shall be extended for one (1) additional three (3) year term commencing on January 1, 2025 and expiring on December 31, 2027. Notwithstanding any other provision in the Lease, upon written consent of each Party, the Lease may be extended for two (2) additional terms of three (3) years each. Written notice of the consent to the extension must be provided to all entities at the addresses listed in Section 12 thirty (30) days prior to expiration. The first potential extension commences on January 1, 2028 and expires on December 31, 2030. The second potential extension commences on January 1, 2031 and expires on December 31, 2033.
  - a. Master License Agreement. Notwithstanding any other provision in this Third Amendment or any other provision in the Lease, upon City determination to utilize the MLA process, the City may terminate this Lease upon giving Verizon six months advance notice in writing, which notice shall state the exact date of termination.
  - b. Access Road. Notwithstanding any other provision in this Third Amendment to Lease Agreement or any other provision in the Lease, Verizon shall apply for any necessary permits and construct an access road from Eleanor Avenue to the Site, the location of which shall be approved by YPCE in advance. A separate Right-of-Entry agreement will be required to be executed prior to making any improvements to the park. If the access road is not constructed in the approved location or as otherwise specified herein within six months of the executed date, the City shall notify Verizon of the aspect(s) of the road that deviates from the submitted plan or specifications herein. If Verizon fails to correct any such defects within six months from the date of receipt of such notice, the City may terminate this Lease upon giving Verizon six months advance notice in writing, which notice shall state the exact date of termination.
- 3) Annual Rent.
  - a. First Year Rent. Effective January 1, 2025, the rent payable from Verizon to City under the Lease is increased to Two Thousand Five Hundred Dollars (\$2,500) per month (the “Rent”). The total annual rent (the “Annual Rent”) shall be Thirty Thousand Dollars (\$30,000). The Annual Rent must be paid in full by January 1 of each calendar year.

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- b. Initial Rent Payment. Verizon agrees to pay the City the full amount for the time period from the date this agreement is fully executed to December 31, 2025 at an amount of \$2,500 per month within 30 days after this agreement is fully executed. Any partial month will be calculated at a prorated amount.
- c. Annual Adjustment. Beginning on January 1, 2026, and for each subsequent year of the extended lease term or for each year of either potential extension the Annual Rent shall increase by an amount of three percent (3%) of the previous year's Annual Rent. The escalations in this paragraph shall be the only escalations to the Rent and any escalations specified elsewhere in the Lease are null and void and of no further force and effect.

- 4) The following addresses replace those listed in Paragraph 12 of the Lease:

City:

City of Sacramento  
Department of Public Works  
300 Richards Blvd, 3<sup>rd</sup> Floor  
Sacramento, CA 95811  
Attn: Long Thao, Telecom Program Manager  
Email: Lthao1@cityofsacramento.org

Verizon:

Sacramento-Valley Limited Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

with copy to:

American Tower,  
Attn: Property Management  
10 Presidential Way  
Woburn, MA 01801

- 5) Verizon Wireless appointed American Tower as its agent for purposes of this Lease and authorized American Tower to manage, operate, and maintain the Site, and to execute future amendments to this Lease on Verizon Wireless' behalf. However, Verizon Wireless shall not be released or discharged from any of its obligations under the Lease, and pursuant to Section 9(c) of the Original Lease, Verizon shall remain responsible for any action, inaction, or activity of its agents, including but not limited to American Tower, relating to the performance of the terms of this Lease. Additionally, Verizon shall continue to maintain insurance as specified in Section 9(a) of the Original Lease.

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6) Continued Effect. Except as specifically modified by this Amendment; all of the terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this Third Amendment, the terms and provisions of this Third Amendment shall control. In addition, except as otherwise stated in this Third Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Third Amendment.

7) Counterparts. This Third Amendment may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[Signature Page Follows]

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JOHNSTON PARK – 218 ELEANOR AVENUE

IN WITNESS WHEREOF, Verizon and the City have executed this Third Amendment as of the day and year first above stated.

**Sacramento-Valley Limited Partnership**  
d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware  
limited liability company

Title: Attorney-in-fact

Signature: Carol Maxime

Print Name: Carol Maxime  
Title: Senior Counsel, US Tower

Date: 8/27/2025

**City of Sacramento**  
a municipal corporation

By: Matthew Eierman  
Matt Eierman (Jan 26, 2026 17:27:34 PST)

Print Name: Matthew Eierman  
Title: Director, Dept. of Public Works  
For Leyne Milstein, City Manager

APPROVED AS TO FORM:

By: Paul A. Gale  
Deputy City Attorney

ATTEST:

By: Kamie Southward  
Kamie Southward (Feb 6, 2026 14:49:04 PST)  
Assistant City Clerk

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EXHIBIT A

<b>Amendment No.</b>	<b>Date Modified</b>	<b>Council Agreement No.</b>	<b>Purpose</b>
<b>First</b>	<b>3/29/2012</b>	<b>95-061-1</b>	<b>Replace six (6) existing Verizon Wireless antennas with six (6) new Verizon Wireless Antennas mounted on existing tower; Install twelve (12) new coax runs.</b>
<b>Second</b>	<b>2/20/2014</b>	<b>95-061-2</b>	<b>Remove twelve (12) existing panel antennas; Install six (6) new panel antennas; Install two (2) new surge protectors; Install three (3) new remote radio units; Install one (1) new hybrid cable; Install one (1) new cable; Install twelve (12) new lines of coax runs.</b>